



# LAKE COUNTY FLORIDA

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*\*Board Certification in City, County and Local Government Law*

July 31, 2012

Jim Karr  
P.O. Box 135  
Windermere, Florida 34786

Re: South Lake Sector Plan

Mr. Karr:

Enclosed is a fully executed original of the Agreement Between Lake County and the South Lake Community Planning Fund, Inc., for the funding of the South Lake Sector Plan. Pursuant to section 5(D) of the Agreement, the Corporation is to provide the funding within thirty days of the date the Agreement is fully executed. The Agreement was fully executed on July 13, 2012; therefore, the funds must be delivered to the County no later than August 12, 2012.

Please make checks payable to the "Lake County Board of County Commissioners" and mail or deliver to my attention at County Attorney's Office, 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778.

Sincerely,

Melanie Marsh  
Deputy County Attorney

Enclosure

cc: David Heath, Deputy County Manager, (via email w/o enclosure)  
Scott Blankenship, Director, Economic Development & Tourism (via email w/o enclosure)  
Brian Sheahan, Planning Manager, Growth Management (via email w/o enclosure)

COUNTY ATTORNEY'S OFFICE  
P.O. BOX 7800 • 315 W. MAIN ST. • SUITE 335 • TAVARES, FL 32778-7800 • P 352.343.9787 • F 352.343.9646  
*Board of County Commissioners • www.lakecountyfl.gov*

JENNIFER HILL  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

JIMMY CONNER  
District 3

LESLIE CAMPIONE  
District 4

WELTON G. CADWELL  
District 5

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA**

**AND**

**SOUTH LAKE COMMUNITY PLANNING FUND, INC.**

**FOR THE SOUTH LAKE SECTOR PLAN**

**THIS AGREEMENT** is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the South Lake Community Planning Fund, Inc., a Florida corporation, herein after the "Corporation," for the South Lake Sector Plan.

**WHEREAS**, section 163.3245, Florida Statutes, establishes the process by which local governments may adopt into their comprehensive plans a sector plan; and

**WHEREAS**, sector plans are intended to promote and encourage long term planning for conservation, development, and agriculture, to support innovative and flexible planning strategies; and

**WHEREAS**, sector plans are intended for substantial geographic areas that include at least 15,000 acres of one or more local governmental jurisdictions, excluding areas of critical state concern; and

**WHEREAS**, the County has been geographically divided into three (3) micro-regions for purposes of economic development, one of which includes the South Lake area; and

**WHEREAS**, the County's economic development vision and mission statement seeks to diversify the tax base and provide for a wide range of career opportunities, while still preserving and improving the quality of life for the residents; and

**WHEREAS**, the majority of property subject to the South Lake Sector Plan has a Comprehensive Plan designation of Rural Future Land Use; and

**WHEREAS**, Policy IV-2.1.1 *Sites, Land use and Utilities*, recognizes the location and characteristics, in particular, of the area lying east of US Highway 27 and south of SR 50 to the County line to provide unique mixed use opportunities, including but not limited to, the development of commerce, industry, agriculture and related uses that are vital to the County's future economic growth and prosperity; and

**WHEREAS**, the County has committed some funding to the development of the South Lake Sector Plan and the Corporation has agreed, subject to the terms and conditions outlined herein, to contribute funding towards the development of the South Lake Sector Plan; and

**WHEREAS**, the purpose of this Agreement is to ensure that the Corporation contributes the designated funding prior to any action of the County taking place; and

**WHEREAS**, the parties hereby agree that the development and completion of the South Lake Sector Plan is in the best interests of the citizens of Lake County.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Study Area.** The study area for the South Lake Sector Plan shall include the area identified in the map attached hereto and incorporated herein by reference as **Exhibit A**.

3. **Retaining a Consultant.**

A. The County shall be responsible for retaining a Consultant to develop the Sector Plan in accordance with all relevant competitive bidding statutes. The selection committee shall follow all procurement policies and procedures established by the County, including being subject to the requirements Section 286.011, Florida Statutes, known as the Florida Sunshine Law. The selection committee shall make a recommendation of award to the Board of County Commissioners. Final approval of the Consultant shall be with the Board of County Commissioners. The Corporation agrees that the members of the selection committee shall be chosen by the County using the same process as used with all other competitive selections. The Corporation shall not be represented on the selection committee; provided, however, that the Corporation shall have the opportunity to provide written input to the County Manager on the RFP prior to its release and shall have the opportunity to attend meetings of the selection committee.

B. The County shall administer the contract with the Consultant retained hereunder; provided, however, the County shall not initiate the procurement process to retain the Consultant until the Corporation provides the necessary funding as agreed to elsewhere herein.

4. **Public Participation.** The parties agree that the development of the Sector Plan will require significant public participation and input. The County shall provide opportunities for the public to participate in the development of the Sector Plan through community meetings and public hearings as determined appropriate by the County. The County shall provide monthly reports to the Corporation on the status of the development of the Sector Plan, and the Corporation shall have the opportunity to provide written input to the County Manager. The parties also agree that, pursuant to Section 163.3245, Florida Statutes, the adoption of a Sector Plan requires the incorporation of a master plan into the Lake County Comprehensive Plan, and the adoption of specific area plans to implement the master plan. As such, it is anticipated that completion of the South Lake Sector Plan may take up to eighteen (18) months from the date the Consultant's contract is fully executed.

5. **Funding of the South Lake Sector Plan.**

A. The Corporation shall provide a contribution in the amount of \$175,000 towards the completion of the Sector Plan. The County shall contribute \$50,000. The overall cost of the development of the South Lake Sector Plan shall not exceed **\$225,000**, unless a duly authorized amendment to this Agreement is approved by the parties. The funds provided by the Corporation shall not be refundable unless the South Lake Sector Plan project is terminated in its entirety. In

the event the project is terminated, any remaining funds not needed to compensate the Consultant, shall be refunded on a pro-rated basis between the parties.

B. Changes to the scope of work shall be mutually agreed upon in writing between the parties and shall set forth the manner in which any costs associated with the changes shall be divided. The additional scope of work shall not commence until such time as the Corporation deposits their share of the additional fees with the Clerk of the Court.

C. The parties shall agree that the Lake County Clerk of the Court shall hold the Corporation's contribution in escrow, to be used specifically for this project, and to be drawn down upon as the project progresses. The County shall submit invoices for services to the Clerk of the Court for payment to the Consultant from the escrowed funds. Approval of invoices and requests for payments from the Clerk are within the sole discretion of the County, but copies of invoices submitted to the Clerk shall be provided to the Corporation.

D. The Corporation shall provide the funds within thirty (30) days of the date this Agreement is fully executed.

6. **Vested Rights.** It is the intent of the parties that the South Lake Sector Plan will establish the Future Land Use designations for those properties located within the Study Area. Any person owning property within the Study Area may withdraw from the Sector Plan prior to adoption of the Sector Plan. After adoption of the Sector Plan, any person wanting to withdraw from the Sector Plan shall initiate a Comprehensive Plan amendment at their sole cost and expense. To the extent practicable, the Consultant shall incorporate existing land use designations and development approvals into the South Lake Sector Plan.

7. **Other Governmental Entities.** Orange County, the City of Orlando, the City of Clermont and any other affected governmental entity shall have the right to participate in the development of the South Lake Sector Plan. The East Central Florida Regional Planning Council or other regional or state entities shall also have the right to participate in the development of the Sector Plan.

8. **Assignment.** This Agreement shall not be assigned without written consent of both parties.

9. **Notices.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CORPORATION:

Jerry Chicone, President  
12607 West Lake Butler Road  
Windermere, Florida 34786

If to COUNTY:

County Manager  
Lake County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

cc: County Attorney's Office

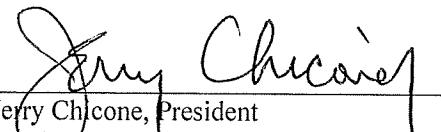
P.O. Box 7800  
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**10. Modifications.** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 15 day of July, 2012, and by the Corporation through its duly authorized representative.

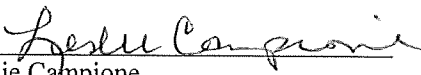
**CORPORATION**

  
Jerry Chicone, President  
South Lake Community Planning Fund, Inc.

This 2 day of July, 2012.

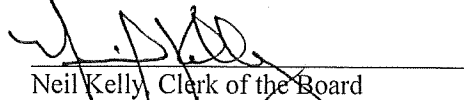
**COUNTY**

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

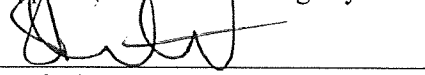
  
Leslie Campione  
Chairman

This 13 day of July, 2012.

ATTEST:

  
Neil Kelly, Clerk of the Board  
of County Commissioners  
of Lake County, Florida

Approved as to form and legality:

  
Sanford A. Minkoff  
County Attorney

## **EXHIBIT A**

### **South Lake Sector Plan Map**



# A South Lake Sector Planning Area

## LAKE COUNTY, FLORIDA

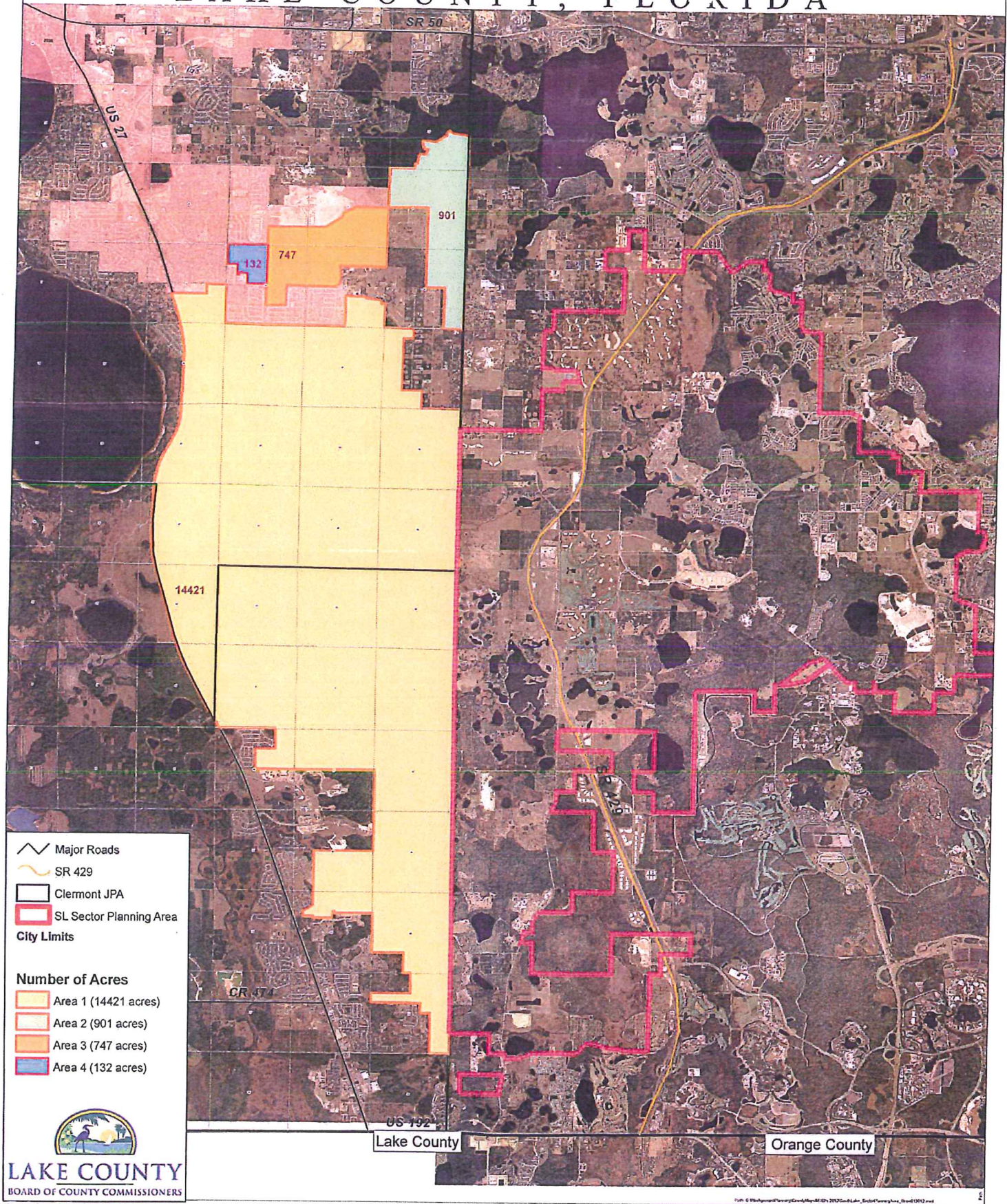


EXHIBIT A  
SOUTH LAKE SECTOR PLAN MAP